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16 UNITED STATES DISTRICT COURT

17 DISTRICT OF NEVADA

18 LAS VEGAS POLICE PROTECTIVE
19 ASSOCIATION METRO INC.; LAS VEGAS
20 METRO POLICE MANAGERS &
21 SUPERVISORS ASSOCIATION,

22 Plaintiffs,

23 vs.

24 LAS VEGAS METROPOLITAN POLICE
25 DEPARTMENT,

26 Defendant.

Case No.: 2:15-cv-1928 LDG-CWH

**DECLARATION OF JAY ROBERTS IN
OPPOSITION TO LVMPD'S MOTION
FOR SUMMARY JUDGMENT**

1 I, Jay Roberts, declare:

2 1. I am General Counsel for the Las Vegas Metro Police Managers and Supervisors
3 Association ("PMSA"). I have personal knowledge of the information below and am competent
4 to testify.

5 2. As a part of my responsibilities as PMSA's General Counsel, I regularly review and
6 interpret PMSA's collective bargaining agreement with Defendant Las Vegas Metropolitan
7 Police Department. Attached as Exhibit 1 is a true and correct copy of Article 5 from the most
8 recent collective bargaining agreement, dated July 1, 2016 to June 30, 2019.

9 3. During the negotiations, Defendant Las Vegas Metropolitan Police Department took the
10 position that SB 241 was a valid law and that PMSA needed to make additional concessions in
11 order to maintain leave for full-time association positions.

12 4. SB 241 weakened PMSA's bargaining position during the negotiations for the 2016-2019
13 agreement. PMSA made additional concessions to maintain the associational leave provision.

14 5. The current collective bargaining agreement will expire on June 30, 2019. The parties
15 will have to renegotiate a new collective bargaining agreement to succeed the 2016-2019
16 agreement.

17 6. We cannot know what position Defendant Las Vegas Metropolitan Police Department
18 will take regarding associational leave in future negotiations.

19
20 I declare under penalty of perjury of the laws of the United States and Nevada that that
21 the foregoing is true and correct. Executed May 21st, 2018.

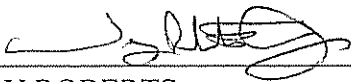
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24 
25 JAY ROBERTS
26 General Counsel
27 Las Vegas Metro Police Managers &
28 Supervisors Association

EXHIBIT 1

PMSA

**Police Managers' & Supervisors'
Association**

&

**Las Vegas Metropolitan
Police Department**

**Collective Bargaining
Agreement**

July 1, 2016 – June 30, 2019

The Department will not be required to honor any bi-weekly deduction authorizations that are delivered to the Payroll Section after the beginning of the pay period during which the deductions should start.

4.3 Errors. The PMSA agrees to refund to the Department any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 Leave Hours. The Department agrees to provide 400 hours each fiscal year, accumulative for the duration of this contract, for the use of PMSA members to conduct Association business associated with the administration of the collective bargaining agreement which is inclusive of representation of bargaining unit employees and including day to day operations, i.e., conventions, seminars, training, and lobbying during the legislative session. Once the maximum yearly hours are exceeded, annual leave will be used.

5.2 Limits on Use. The PMSA agrees not to exceed six (6) individuals request for PMSA leave at one time and under normal circumstances, no two of the six individuals can be from the same unit or section of the Department unless authorized by the Bureau Commander.

5.3 Association Authorization. The Chairman, or his designee, will determine the use of PMSA leave.

5.4 Application for Leave. Members who have been authorized to be relieved from duty for the purposes above will submit LVMPD 2 (Application for Leave) or electronic leave slip through Employee Self-Service (ESS) through the chain of command to Payroll. The application for leave will indicate the hours absent are for PMSA business.

5.5 Association Positions. The Association will also be entitled to adopt two (2) full-time positions with an additional 400 hours for the above describe use. One of the full-time positions will be from the sergeant rank. This limitation to the sergeant classification will be fixed and an assigned sergeant will not have the ability to promote in place. In the event an assigned sergeant promotes to lieutenant, the employee will be removed from the Association assignment upon date of promotion. In the event a full-time person is appointed to serve, he/she shall not suffer any loss of pay and will be entitled to return immediately to the assignment they left if the assignment still exists.

Annotation: It is understood if a Captain serves as the Chairperson of the Association, the person may not fill a full-time association position as allowed above.

In compliance with SB241, enacted into law June 1, 2015, the Association will make the following concession for the full cost of two (2) full-time employee positions as well as up to 400 hours of association leave per year. These current concessions include:

1. Article 10.12 Cash Out, will amend the sick leave cash out for employees hired after ratification of this contract.
2. The Association will reimburse the Department for \$38,500, per year, of one (1) full-time position of the Association's choice.

This concession will satisfy the requirements of SB 241 until and unless the law is amended, repealed, or held unconstitutional.

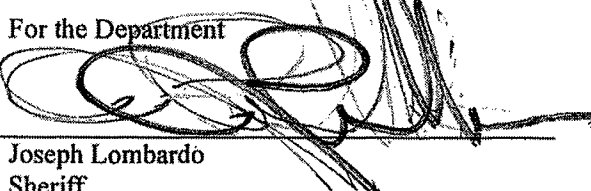
5.6 Investigative Procedures – Labor Relations and the Association will conduct mandatory training regarding the investigative procedures set out below. This training will be for all commissioned supervisors and OIA investigators upon implementation. Thereafter, every new supervisor and OIA investigator will receive this training as well.

ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2016, unless otherwise specified herein, and shall be effective through June 30, 2019. This agreement shall remain in full force and effect during negotiations for a successor agreement with the exception of any increase in compensation that is inconsistent with any Nevada law. Retroactivity provided herein shall only apply to employees of the Department as of the date of the signing of this agreement.

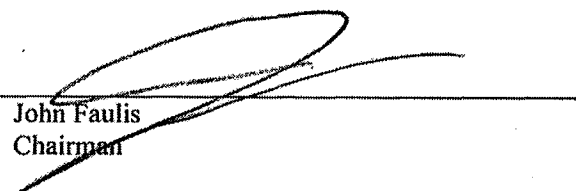
This agreement is entered into on this the 26th day of September 2016, by the Las Vegas Metropolitan Police Department and the Police Managers & Supervisors Association.

For the Department




Joseph Lombardo
Sheriff

For the Association



John Faulis
Chairman

For the Fiscal Affairs Committee



William McBeath
Chairman

CERTIFICATE OF SERVICE

The certify that on May 24, 2018, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal and a Notice of Electronic Filing was electronically transmitted from the court to the e-mail address on file.

/s/ Marcie Boyle